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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **EASEMENT**

PURPOSE: INSTALLATION AND OPERATION OF AN UNDERGROUND IRRIGATION LINE

NAME OF PROPERTY OWNER OR GRANTOR: REDLANDS MESA, LLC, A COLORADO LIMITED LIABILITY COMPANY

STREET ADDRESS/PARCEL NAME/SUBDIVISION (LOT AND BLOCK): BLOCKS 1 THROUGH 6, REDLANDS MESA PLANNED DEVELOPMENT FILING 1

PARCEL NO.: 2945-201-00-071

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

GRANT OF UNDERGROUND IRRIGATION LINE EASEMENT

THIS GRANT OF EASEMENT is made this 7th day of ~~June~~ ^{JULY}, 2000 by Redlands Mesa LLC, a Colorado limited liability company ("Redlands") for the use and benefit of the City of Grand Junction, Colorado, and through the City, for the use and benefit of the public ("City"), for the purpose of the installation and operation of an underground irrigation Line.

WHEREAS, Redlands is the owner of certain real property known as Redlands Mesa Planned Development ("PD"), City of Grand Junction, Mesa County, Colorado; and

WHEREAS, as part of the City's land use approval of the PD, Filing One, Redlands has agreed to grant this easement for the purpose of the installation of an underground irrigation Line, across its real property (and the real property to be conveyed to Red Junction, LLC, a Colorado limited liability company that intends to own and operate a golf course) within the PD.

NOW, THEREFORE, as a condition of recording a plat of the PD, and in lieu of dedication on the plat for Filing One, and in consideration of the benefits and promises provided herein the consideration of which is acknowledged to be sufficient by the parties, Redlands and the City agree to the following:

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1. Grant of Easement. Redlands hereby grants to the City, and the City accepts, an irrevocable and perpetual easement for an underground irrigation Line as depicted upon sheets 3 and 5 of the Final Plat for Filing 1 of Redlands Mesa Planned Development, recorded in Book 17 at Page 354 of the real property records of Mesa County, Colorado, for the purpose of installation and operation of an underground irrigation Line to serve persons and property lands lying outside of the PD.
2. Acknowledgment of City of Grand Junction Status. Redlands acknowledges and agrees that: this Grant of Easement is given to the City as part of the approval process of Redlands Mesa Planned Development, and that the City is not likely to be the party to install the Line in the Easement, but rather is the regulating governmental agency. In the event a person or entity installs and/or operates the Line, or any part or portion, within the Easement, it shall do so subject to the terms hereof, and subject to the conditions and terms of the PD and only after the City's approval is obtained.
3. Location of the Easement. The Easement is as depicted on the Final Plat for Filing One of the PD. Subject to prior approval by the City, prior to installation or use, Redlands may relocate all or a portion of the Easement if such relocation does not increase the costs of installation and operation of the Line, so as to minimize interruption and disturbance to golf course operations and use.

4. Conditions and Restrictions on the Easement. The following conditions and restrictions shall apply to the Easement:
- a. Open trenching may occur along the alignment of the Easement up to the physical location of the grass fairways of the golf course (currently the 10th fairway and the 11th fairway) *i.e.*, in the “rough of each hole.” The surface of the fairways may not be disturbed by the installation of the irrigation water line, but rather the installer shall bore underneath the fairway to the other side (*i.e.*, to the “rough” on the other side of the fairway), where trenching may again occur. The work shall be performed in a workmanlike manner;
 - b. All surface disturbance within the Easement caused by the installation and operation of the Line shall be repaired and revegetated as near as practical to its prior condition in a workmanlike manner. The City’s similar standards at City parks and golf courses may be used to define “workmanlike.”
 - c. The installation of the water line should be done at a time and in such a way to minimize the effect upon golf play.
 - d. The installer and the party or entity having the water line installed shall be liable to the property owners across which the Easement passes, including Red Junction LLC, Redlands and the Redlands Mesa Master Association, from any and all injury or damages to persons or property, caused by the negligence or intentional acts of the installer. This liability shall include all reasonable attorney’s fees and costs incurred in the defense against any action and in the enforcement of this provision. The City shall not be subject to this specific provision, but shall be held to the standard applicable to Cities in the state of Colorado.
 - e. No person, other than the City and its agents, shall install a Line in the Easement until the City has approved such person’s development improvement agreement, adequately secured as the City does for infrastructure required for other development.
 - f. At all times, the City and any City authorized installers and/or operators shall have access to the Easement for operation and/or maintenance of the Line and appurtenances.
 - g. Except in an emergency which shall be defined as an imminent and serious threat of harm to persons or property, any operator of the Line shall exercise reasonable efforts to avoid disturbance of fairway surfaces.
5. Notice. Prior to the first installation of the Line within the Easement, written notice shall be given at least 60 days in advance of commencement of any surface disturbance or other construction to:

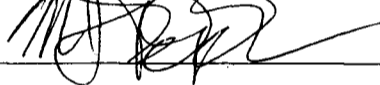
Redlands Mesa, LLC
 Attention: Ronald D. Austin and David R. Slemon
 900 Valley road
 Carbondale CO 81623

Red Junction, LLC
Attention: James Eller
26 West Dry Creek Circle
Suite 600
Littleton CO 80210


The Redlands Mesa Master Association
Address to be determined later.

- 6. Binding Effect. This Easement and its terms and conditions shall be binding upon Redlands, Red Junction LLC, and the City, the successors, agents and assigns of each, and in the case of the City, its permittees, grantees or third parties utilizing the easement.
- 7. Default and Enforcement. In the event of a default by any party hereto, or the need to enforce the terms of this grant of Easement, relief may be sought in the District Court of Mesa County, Colorado, as the proper court of venue and jurisdiction, and relief may include any remedies available in law and at equity, including specific performance, damages and the like; except that with respect to the City monetary damages, attorneys fees, costs and the like shall not be available as a remedy pursuant to this Easement.
- 8. Definitions. For purposes of this Grant of Easement:
 - a. "Line" includes pipe, valves, sensors, manholes, meters and the necessary or reasonable appurtenances needed to install, operate.
 - b. "Installation and operation" includes construction, on-going repair, maintenance and replacement, and/or reconstruction and/or replacement.

CITY OF GRAND JUNCTION, COLORADO



REDLANDS MESA LLC, Grantor



Manager

RED JUNCTION, LLC

Red Junction, LLC
Attention: James Eller
26 West Dry Creek Circle
Suite 600
Littleton CO 80210

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CITY OF GRAND JUNCTION, COLORADO

Daved Valley

REDLANDS MESA LLC, Grantor

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RED JUNCTION, LLC

Richard R. Redell